

INTERGOVERNMENTAL AGREEMENT  
Between  
COCHISE COUNTY  
And  
THE HOUSING AUTHORITY OF COCHISE COUNTY

THIS AGREEMENT, entered into the 13<sup>th</sup> day of March 2012, between COCHISE COUNTY, a body politic, hereinafter called the COUNTY, and THE HOUSING AUTHORITY OF COCHISE COUNTY, an independent authority established by the Cochise County Board of Supervisors, hereinafter called the HOUSING AUTHORITY.

WHEREAS the COUNTY has applied for and received approval from the State of Arizona for State Community Development Block Grant funds, and such funds are to be applied to the Owner Occupied Emergency Home Repair, an activity to be coordinated by the HOUSING AUTHORITY; and

WHEREAS the COUNTY is the party responsible to the State for the proper disbursement and use of the subject funds in accordance with the subject designated activities; and

WHEREAS it is the desire of the COUNTY that the said designated activities performed in accordance with the subject grant conform to all appropriate and applicable laws, rules, regulations and standards concerning the same; and

WHEREAS it is the desire of the COUNTY to identify the responsibilities of the parties and establish such procedures as may be necessary for the proper administration of the subject activities and disbursement of funds.

The designated representative for Cochise County is:

Name:	<u>Ms. Patty Lewis</u>
Agency:	<u>Cochise County Facilities Management</u>
Address:	<u>1415 Melody Lane, Bldg. C</u>
	<u>Bisbee, AZ 85603</u>
Phone:	<u>(520) 432-9742</u>
Fax:	<u>(520) 432-9743</u>
Email:	<u>plewis@cochise.az.gov</u>

The designated representative for the Housing Authority of Cochise County is:

Name:	<u>Ms. Anita Baca</u>
Agency:	<u>Housing Authority of Cochise County</u>
Address:	<u>P.O. Box 167</u>
	<u>Bisbee, AZ 85603</u>
Phone:	<u>(520) 432-8880</u>
Fax:	<u>(520) 432-8890</u>
Email:	<u>abaca@cochise.az.gov</u>

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. It is understood and agreed that only the funds received by the COUNTY from Community Development Block Grant No. 135-12 in the amount of \$130,000 are to be used for the Owner Occupied Emergency Home Repair activity. It is also understood and agreed that the HOUSING AUTHORITY can expend up to an additional \$10,000 for administrative costs related to the Owner Occupied Emergency Home Repair activity. The COUNTY assumes no responsibility to provide additional funds for this project. Any shortage must be addressed by the HOUSING AUTHORITY, either through a supplemental contribution or by an amendment of this project.
2. It is understood and agreed that the subject funds shall be disbursed only for the specified activities as set forth in the approved Arizona Department of Housing Community Development Block Grant Agreement between the State of Arizona Department of Housing and Cochise County, CDBG Contract No. 135-12 filed January 18, 2012, and Cochise County Resolution 11-48 adopting Emergency Home Repair Program Guidelines for Rehabilitation and Application. Current editions of these documents are attached hereto as Exhibit A and Exhibit B and incorporated herein by reference. All funds for the specified activities must be expended on or before January 30, 2014, which is the termination date of CDBG Contract No. 135-12. Funding not expended for the specified activity after the contract termination date will be de-obligated and returned to the Arizona Department of Housing.
3. The HOUSING AUTHORITY will provide administrative services, inspection, and procurement of construction services in connection to emergency home repairs to approximately 14 owner occupied homes located within the unincorporated areas of Cochise County. The HOUSING AUTHORITY shall pay all expenses incurred for this specific grant activity and maintain detailed records of such payments. The HOUSING AUTHORITY will provide to the COUNTY CDBG grants administrator copies of invoices, staff payroll statements, and other pertinent expenses with proof of payment. The HOUSING AUTHORITY will provide payment documentation to The COUNTY CDBG grants administrator every sixty- (60) days. The COUNTY CDBG grants administrator will submit said payment documentation to the State of Arizona Department of Housing Community Development Block Grant Program for reimbursement of the grant funds. The COUNTY shall maintain a central file of all required documents, papers, and reports for said CDBG grant.
4. The COUNTY shall take such other steps as may be necessary and required to discharge its obligations with respect to administration or disbursement of the subject activities and funds.
5. The COUNTY shall approve all requests for disbursement of the subject grant funds and shall initiate all requests to the grantor for grant funds not previously disbursed to the COUNTY. Such approval shall not arbitrarily be withheld in regard to the designated activities set forth in this agreement.
6. The Board of Supervisors of the COUNTY hereby delegates to the Grants Administrator the responsibility for overseeing and administering this grant, and accordingly, said designee is

therefore authorized to act on behalf of the Cochise County Board of Supervisors for such purposes.

7. The HOUSING AUTHORITY, as a condition of COUNTY approval of disbursement of funds pursuant to this agreement, agrees to comply with all applicable rules, ordinances, regulations and standards that may apply to the designated activities set forth in the approved grant award.

8. The HOUSING AUTHORITY shall insure that no person is displaced or forced to relocate as a result of this project. Any tenant or occupant of said property would be offered a substitute lease under such terms and conditions as are appropriate to prevent such person from being classified as a displaced person under applicable laws.

9. The HOUSING AUTHORITY shall comply with all other applicable uniform administrative requirements for the grant and specifically those identified in OMB Circulars A-110 and A-112.

10 This Agreement may be terminated by the COUNTY upon 30 days written notice to the HOUSING AUTHORITY for good cause should the HOUSING AUTHORITY fail to materially comply with any of the terms of this agreement, provided that the COUNTY reimburses in full for any expenses that have been incurred by the HOUSING AUTHORITY for this specific grant activity. The HOUSING AUTHORITY may terminate this agreement upon 30 days written notice of intent to terminate, provided that the HOUSING AUTHORITY reimburses COUNTY in full for any expenses that have been incurred by COUNTY or will be incurred by COUNTY to reimburse the Department of Housing under the grant resulting from the actions of the HOUSING AUTHORITY.

11. The parties shall be bound by the terms and conditions of this agreement for a period of five years after notice to the parties that Community Development Block Grant No. 135-12 has been formally closed out or until all issues raised by the audit have been resolved, whichever is later.

12. Each party has authorized the Cochise County Attorney's Office to conduct the requisite review of the IGA on its behalf. Each party hereby acknowledges that it has consulted with the Deputy County Attorney regarding the potential conflicts of interest that may arise in the dual representation of both parties by the Office of the County Attorney and has consented to this arrangement.

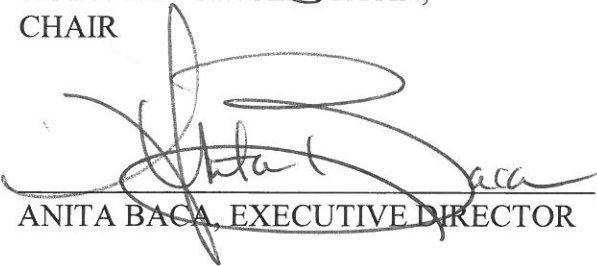
THE HOUSING AUTHORITY OF COCHISE  
COUNTY COMMISSION

COCHISE COUNTY BOARD OF  
SUPERVISORS

  
\_\_\_\_\_  
JENNIFER "GINGER" RYAN,  
CHAIR

\_\_\_\_\_  
RICHARD SEARLE, CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
ANITA BACA, EXECUTIVE DIRECTOR

\_\_\_\_\_  
KATIE HOWARD, CLERK




## INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: IGA between Cochise County and the Housing Authority of Cochise County

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County and the Housing Authority of Cochise County.

Approved as to form this 28 day of February, 2012.

EDWARD G. RHEINHEIMER  
Cochise County Attorney

By:   
David C. Fifer  
Civil Deputy County Attorney

JANICE K. BREWER  
Governor



MICHAEL TRAILOR  
Director

STATE OF ARIZONA  
DEPARTMENT OF HOUSING

1110 WEST WASHINGTON, SUITE 310  
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV  
FAX: (602) 771-1002

January 26, 2012

Patty Lewis, Grants Administrator  
Cochise County  
1415 Melody Lane, Bldg. C  
Bisbee, Arizona 85603

**RE: New Community Development Block Grant (CDBG) Contract**  
Contract No. 135-12

Dear Ms. Lewis:

Enclosed for your file is one original of your CDBG contract for FY 2011 Regional Account for emergency home repair. The effective date of the contract is the date of execution by the Arizona Department of Housing. The expiration date of the contract is January 30, 2014.

Please note that the following documents are part of your contract:

- Attachment A – Scope of Work
- Attachment B – Performance Report
- Attachment C – Budget
- Attachment D – Request for Payment
- Attachment F - Certification and Other Requirements Relating to Title I or  
Title II Assistance
- Attachment G – Authorizing Resolution(s)

Your Program Specialist, Sharon Tolman, will e-mail you copies of Attachments B and D, the Request for Payment and Performance Report, for your use throughout contract implementation.

Should you have any questions regarding your new contract or reporting requirements, please contact Sharon Tolman at 602-771-1042.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Perry for Katherine E. Blodgett".

Katherine E. Blodgett, Administrator  
Community Development and Revitalization Programs

Enclosure

Exhibit "A"

FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED .....	2
SECTION 2. OTHER FUNDS .....	2
SECTION 3. ACCEPTANCE OF FUNDS .....	2
SECTION 4. DURATION .....	3
SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW .....	3
SECTION 6. SCOPE OF WORK .....	4
SECTION 7. REPORTS .....	4
SECTION 8. SCHEDULE OF COMPLETION .....	6
SECTION 9. BUDGET .....	7
SECTION 10. AMENDMENTS AND MODIFICATIONS .....	8
SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS .....	8
SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS .....	9
SECTION 13. COMPENSATION AND METHOD OF PAYMENT .....	9
SECTION 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME ....	10
SECTION 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS .....	11
SECTION 16. REVERSION OF ASSETS .....	12
SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES .....	13
SECTION 18. SUBCONTRACTING .....	14
SECTION 19. FAILURE TO MAKE PROGRESS .....	14
SECTION 20. TERMINATION FOR CAUSE .....	14
SECTION 21. TERMINATION FOR CONVENIENCE .....	15
SECTION 22. ENFORCEMENT .....	15
SECTION 23. CANCELLATION .....	16
SECTION 24. RECORDS RETENTION .....	16
SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS .....	16
SECTION 26. AVAILABILITY OF FUNDS .....	16
SECTION 27. APPLICABLE LAW AND ARBITRATION .....	17
SECTION 28. INDEMNIFICATION .....	17

FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 29. FEDERAL GOVERNMENT LIABILITY .....	17
SECTION 30. AUDIT .....	17
SECTION 31. AUDIT EXCEPTIONS .....	18
SECTION 32. UNALLOWABLE USE OF FUNDS .....	18
SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS .....	18
SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF.....	18
SECTION 35. IDENTIFICATION OF DOCUMENTS.....	18
SECTION 36. COPYRIGHT .....	19
SECTION 37. RIGHTS IN DATA.....	19
SECTION 38. FUNDING CONDITIONS .....	19
SECTION 39. NON-DISCRIMINATION .....	19
SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS.....	20
SECTION 41. SCRUTINIZED BUSINESS OPERATIONS.....	20
SECTION 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT .....	20
SECTION 43. INSURANCE.....	21
SECTION 44. PRIVACY CONSIDERATIONS .....	23
SECTION 45. NOTICES .....	23
SECTION 46. REGISTRATION WITH SOCIAL SERVE.....	24
SECTION 47. ADOH SIGNAGE .....	24
SECTION 48. PHOTOGRAPHS .....	24

ATTACHMENTS

- |                                     |   |   |
|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | A | Scope of Work   |
| <input checked="" type="checkbox"/> | B | Performance Report/Schedule of Completion                                       |
| <input checked="" type="checkbox"/> | C | Budget  |
| <input checked="" type="checkbox"/> | D | Request for Payment Form  |
| <input type="checkbox"/>            | E | Special Conditions of the Agreement   |
| <input checked="" type="checkbox"/> | F | Certification and Other Requirements Relating to Title I or Title II Assistance |
| <input checked="" type="checkbox"/> | G | Authorizing Resolution(s)   |

AGREEMENT NO. 135-12  
TERMINATION DATE January 30, 2014

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
COCHISE COUNTY  
FOR  
Emergency Home Repair**

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH)**, located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
- ☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
- ☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/ AIDS) ("HOPWA")
- ☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")
- ☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")
- ☐ Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing) ("NSP").

and

**COCHISE COUNTY**  
(Entity)

An Arizona County (Recipient) DUNS # 020126041, located at

**1415 Melody Lane, Bldg C**  
*Street*  
**Bisbee, Arizona 85543-0426**  
*City State Zip*

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

### Section 1. FUNDS PROVIDED

ADOH agrees to provide \$ \$140,000.00 in the following type of funds to Recipient in accordance with this Agreement.

- ☒ **CDBG, CFDA # 14.228**  
Federal Fiscal Year 2011  
\$ \$140,000.00
- ☐ **HOME, CFDA # 14.239**  
\$ \_\_\_\_\_
- ☐ **HTF**  
\$ \_\_\_\_\_
- ☐ **HOPWA, CFDA # 14.241**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **SHP, CFDA # 14.235**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **SPC, CFDA # 14.238**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **NSP, CFDA #**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

### Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the **Budget** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

### Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

#### Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until January 30, 2014 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

#### Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- ☒ **CDBG** funds requires adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ **HOME** funds requires adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as **Attachment F**; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook* (6) the *State Housing Fund Program Summary and Application Guide* and any revisions thereto.
- ☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.
- ☐ **Special Needs Housing "homeless" funding from SHP** requires adherence to 24 CFR Part 583 as revised.



- ☐ **Special Needs Housing “homeless” funding from HOPWA** requires adherence to 24 CFR Part 574 as revised.
- ☐ **Neighborhood Stabilization Program, NSP**, requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement.

## Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A**.

**Revisions to Scope of Work.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes; and
- (e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes;
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

## Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

**7.1 Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

- ☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must submit a

*Bimonthly Progress Report* attached hereto as **Attachment B**. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

- ☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B**. The Quarterly Progress Report must be submitted to ADOH on the 15<sup>th</sup> of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4**. Recipient shall submit one (1) *HUD Annual Progress Report (APR) document No. 40118*, attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).
- ☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) *HUD Annual Progress Report (APR) document No. 40110-C* attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4**. Recipient shall submit monthly payment requests accompanied by ADOH generated *Monthly report* attached hereto as **Attachment B** and a bi-annual program narrative report.
- ☐ **NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A, B & D.

**7.2 Contract Closeout—Completion Reports and Post-Funding Audits.** The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

## Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

**Revisions to the Schedule of Completion.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as **Attachment B**. To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of*

*Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- ☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

## Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C**. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

- (a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

#### **Section 10. AMENDMENTS AND MODIFICATIONS**

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

#### **Section 11. ENVIRONMENTAL REVIEW CONDITIONS**

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I Environmental Assessments are required to be completed on properties for which new



construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

## Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- ☒ **CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

## Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C**. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made using the Arizona Department of Housing *Request for Payment* form hereby incorporated

into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

#### **Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME**

**14.1 Definitions.** For purposes of this section the following definitions shall apply:

**"Funds Recouped by the Recipient"** means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

**"Interest"** means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

**"Program Income"** means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by the Recipient with funds provided by ADOH under this Agreement, less costs incidental to



generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

#### **14.2 Use of Program Income and Funds Recouped by the Recipient.**

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

### **Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS**

**15.1 De-obligation.** ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the *Scope of Work (Attachment A)* without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

**15.2 Reallocation of De-obligated HOME or State HTF Funds.** If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program,

ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

**15.3 Reallocation of De-obligated CDBG Funds.** If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

**15.4 Recapture.** ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work (Attachment A)* and the *Schedule of Completion (Attachment B)* or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

**15.5 Reallocation of Recaptured Funds.** ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

**15.6 Repayment of Funds.** Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

## **Section 16. REVERSION OF ASSETS**

**16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

**16.2 Real Property Acquired or Improved with CDBG Funds.** Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to the

Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

**16.3 Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

**16.4 Real Property Acquired or Improved With State Housing Trust Funds.** Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

## **Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES**

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

## Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

## Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;
- (b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the **Scope of Work (Attachment A)** or fails to expend any funds in accordance with the **Budget (Attachment C)** within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

## Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

## **Section 21. TERMINATION FOR CONVENIENCE**

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

## **Section 22. ENFORCEMENT**

**22.1 Remedies for Noncompliance.** If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement,
- (d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,
- (e) Recapture funds and terminate contract,
- (f) Withhold future ADOH grant awards from all sources, or
- (g) Take other remedies that may be legally available.

**22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

**22.3 Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

**22.4 Relationship to debarment and suspension.** The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.



### **Section 23. CANCELLATION**

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time.

### **Section 24. RECORDS RETENTION**

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

### **Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS**

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

### **Section 26. AVAILABILITY OF FUNDS**

Payments under this Agreement are subject to the availability of the federal funds provided to the Arizona Department of Housing for the HOME and CDBG programs and

the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **Section 27. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

## **Section 28. INDEMNIFICATION**

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

## **Section 29. FEDERAL GOVERNMENT LIABILITY**

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

## **Section 30. AUDIT**

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply



shall result in withholding of all present and future ADOH provided funds.

#### **Section 31. AUDIT EXCEPTIONS**

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

#### **Section 32. UNALLOWABLE USE OF FUNDS**

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

#### **Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS**

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

#### **Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF**

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

#### **Section 35. IDENTIFICATION OF DOCUMENTS**

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used is part of this Agreement as well as acknowledgement of support from ADOH.

### Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

### Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

### Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

### Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable Federal nondiscrimination

requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

#### **Section 40. THIRD PARTY ANTITRUST VIOLATIONS**

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Agreement.

#### **Section 41. SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

#### **Section 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

- (a) The Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.

- (c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

#### Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients' and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

The Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such

policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

#### 43.1 Required Coverage

**Commercial General Liability.** Recipients shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

**Automobile Liability.** Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Worker's Compensation.** The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

### 43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

### 43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

## Section 44. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, SHP, SPC, and NSP programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, the Recipient and the Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the federal Privacy Act and requires the same of its contractors and subcontractors.

## Section 45. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).



When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

**COCHISE COUNTY**  
*Entity*  
**PATTY LEWIS, GRANTS ADMINISTRATOR**  
*Attention (if applicable)*  
**1415 Melody Lane, Bldg C**  
*Mailing Address*  
**BISBEE, ARIZONA 85603-3037**  
*City State Zip*

#### **Section 46. REGISTRATION WITH SOCIAL SERVE**

For new construction or rehabilitation of rental projects, recipient agrees to register the project with [socialserve.com](http://socialserve.com) and keep the project listed with [socialserve.com](http://socialserve.com) for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

#### **Section 47. ADOH SIGNAGE**

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

#### **Section 48. PHOTOGRAPHS**

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.




AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,  
ARIZONA DEPARTMENT OF HOUSING COCHISE COUNTY, RECIPIENT

BY:

  
\_\_\_\_\_  
Michael Traylor  
Director

BY:

  
\_\_\_\_\_  
Richard Searle  
TITLE: Chairman, Board of Supervisors

DATE:

1.18.12

DATE:

1.10.12

---

## Attachment A

### SCOPE OF WORK

#### **Activity #1 - Administration**

**\$10,000 CDBG**

To carry out all required actions to administer all activities funded from the FFY 2011 SEAGO Regional Account for Cochise County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

#### **Activity #2 – OOER**

**\$130,000 CDBG**

To use CDBG funds for emergency home repairs for 10 housing units in the unincorporated areas of Cochise County (Colonias). This will be in the form of grants for qualified homeowners up to a maximum of \$15,000.

This activity meets the Low and Moderate National Objective through LMH and benefitting approximately 25 people, of which 100% are considered to be LM.

#### **HUD Performance Measures**

Objective: Decent housing

Outcome: Improved sustainability

Indicator(s): Number of people with improved housing

Data Collection Methodology: Document the number of residents who have improved housing from this program.

# HOUSING PERFORMANCE REPORT

# ATTACHMENT B

Recipient \_\_\_\_\_

Report Period \_\_\_\_\_

Year \_\_\_\_\_

Contract # \_\_\_\_\_

☐October

☐January

☐April

☐July

## APPLICANT/BENEFICIARY DATA

### ☐Homeownership Activity

Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

### ☐Housing - New Construction Activity

New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

### ☐Rehabilitation Activity (including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)

Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

\*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

\*\* Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

\*\*\*Benefiting A household/person that meets the eligibility requirements of the program *and* has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

## NARRATIVE

### PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on waiting list; etc.

### PART 2

- A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
- B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
- C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print)\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Phone\_\_\_\_\_

email\_\_\_\_\_

Housing PR Rev. 10-08

**Contract #:**

[illegible]

Total # of Units Set Up:	NA
Total # of Units Completed:	NA
Total Amount of CDBG Funds Expended:	\$2.00
Total # of Units:	

* Demographic Codes				
Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement? Y - Yes N - No
11- White	1- Single, Non-Elderly	1- 0 to 30%	M - Male	
12- Black/African American	2- Elderly (62+)	2- 31 to 50%	F - Female	
13- Asian	3- Single Parent	3- 51 to 60%		
14- American Indian or Alaskan Native	4- Two parent	4- 61 to 80%		
15- Native Hawaiian or other Pacific Islander	5- Not Related			
16- American Indian or Alaskan Native & White	6- Female Head of House			
17- Asian & White	7- Disabled			
18- African American & White				
19- American Indian or Alaskan Native & Black				
20- Other Multi-racial				

* Demographic Codes				
Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
12- Black/African American	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
13- Asian	3- Single Parent	3- 51 to 60%		
14- American Indian or Alaskan Native	4- Two parent	4- 61 to 80%		
15- Native Hawaiian or other Pacific Islander	5- Not Related			
16- American Indian or Alaskan Native & White				
17- Asian & White				
18- African American & White				



## Budget

Budget						
Recipient		Cochise County		Contract Period: 1/1/12 to 1/30/14		Date
Contract No./File No.		135-12				Revision #
Activity		Emergency Repair				
Recipient Address		1415 Melody Lane, Bldg. C				
Contact Person		Patty Lewis		City		Bisbee
Phone		520-432-9742		Fax		520-432-9758
Program Specialist		Sharon Tolman		Email		plewis@co.cochise.az.us
				Zip Code		85603-3037
				County		Cochise
a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG FY2011	Leveraged Funds	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1. Administration	\$ 10,000.00	\$ -				
2. Emergency Repair	\$ 130,000.00	\$ -				



Recipient Authorized Signature			Date		Title	
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted.						
Performance Reports		<input type="checkbox"/>	Current		<input type="checkbox"/> Not Current	
For ADOH Use Only					ADOH Program Manager Approval	
ADOH Program Specialist Approval					Date	



ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient Cochise Co Contract No 135-12		Contract Period: 1/1/12 to 1/30/14		Date			
Budget Line Item or Activity No	Description of expense. (List according to funding source.)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals				\$	-	\$	-

**RESOLUTION 11- 27**

**AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR FY 2011 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATIONS**

**WHEREAS**, the County of Cochise is desirous of undertaking community development activities; and

**WHEREAS**, the State of Arizona is administering the Community Development Block Grant Program; and

**WHEREAS**, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

**WHEREAS**, the activities within these applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

**WHEREAS**, a grantee of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations,

**NOW, THEREFORE, BE IT RESOLVED** that the Cochise County Board of Supervisors authorize applications to be made to the State of Arizona, Department of Housing for FY 2011 CDBG funds, and authorize the Chairman of the Board of Supervisors to sign applications and contracts or grant documents for receipt and use of these funds for an Emergency Home Repair Program, make improvements to the Fry Fire Station located in the Fry Town site, and purchase emergency extrication equipment for the Bowie Fire District, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said applications.

**BE IT FURTHER RESOLVED** that these applications for State CDBG funds meet the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health.

**RESOLUTION 11-27**

**Re: Authorizing the Submission of Applications for FY 2011 State CDBG Funds...**

**Page 2**

**BE IT FINALLY RESOLVED** that Cochise County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

**PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of June, 2011 by the Board of Supervisors of Cochise County.



---

Patrick Call, Chairman  
Cochise County Board of Supervisors

**ATTEST:**



---

Katie Howard,  
Clerk of the Board

**APPROVED AS TO FORM:**



---

David C. Fifer,  
Civil Deputy County Attorney

**RESOLUTION 11-48**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF OWNER OCCUPIED HOUSING REHABILITATION GUIDELINES DATED OCTOBER 2011 IN RELATION TO STATE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR A HOUSING REHABILITATION ACTIVITY.

**WHEREAS**, the County of Cochise in cooperation with the Housing Authority of Cochise County is desirous of undertaking an owner occupied housing rehabilitation program; and

**WHEREAS**, The Program is funded with Community Development Block Grant Program (CDBG) funds provided by the State of Arizona CDBG program; and

**WHEREAS**, The Housing Authority of Cochise County has developed such owner occupied housing rehabilitation guidelines dated October 2011;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Cochise County Board of Supervisors hereby adopts The Housing Authority of Cochise County Emergency Home Repair Program Guidelines for Rehabilitation and Application dated October 2011, which is considered part of this Resolution and attached as "Exhibit A" and shall be used to implement the owner/occupied housing rehabilitation activity funded through the State of Arizona Department of Housing Community Development Block Grant Program; and

**THAT** The Housing Authority of Cochise County shall utilize such owner/occupied housing rehabilitation guidelines, without revisions, except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1 Form; with such revisions submitted to the CDBG Program with a maximum of 10 working days of authorization.

**PASSED, APPROVED AND ADOPTED THIS 25th DAY OF October 2011 BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY.**

  
\_\_\_\_\_  
PATRICK CALL, CHAIRMAN  
COCHISE COUNTY BOARD OF SUPERVISORS

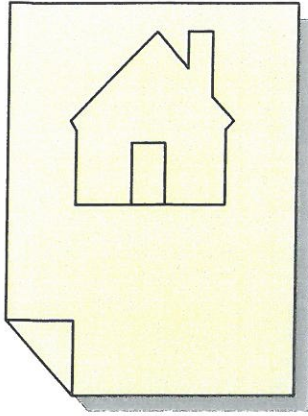
ATTEST:

  
\_\_\_\_\_  
KATIE HOWARD, CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAVID C. FIFER,  
CIVIL DEPUTY COUNTY ATTORNEY





**Housing Authority of Cochise County**  
**EMERGENCY HOME REPAIR PROGRAM**  
**Guidelines for Rehabilitation**  
**And Application**

**PURPOSE**

To benefit very low, low, and moderate income homeowners to correct hazardous conditions that will result in a unit that is decent, safe and sanitary and meets federal and state housing standards. This will be achieved by making grants up to \$15,000 per owner/occupied single family home, available to households that have an urgent need for repairs to their unit. These grants will be available to applicants in the unincorporated areas of Cochise County.

**Revised October 2011**

**Cochise County Resolution 11- 48**  
**EXHIBIT "A"**



## Section 1

### PROGRAM OVERVIEW

- 1.1 The County of Cochise is authorized to submit application to the State of Arizona Community Development Block Grant Program for activities that comply and meet one of the three National Objectives:
  - ① Low to Moderate Income Benefit- Activity must benefit low and moderate-income persons either area wide, limited clientele, or low/mod housing
  - ② Slum/Blight- Activity must aid in the prevention or elimination of slums or blight
  - ③ Urgent Need- Activity meets other community development needs having a particular urgency that poses a serious and immediate threat to the health or welfare of the community
- 1.2 Since 1982, the State of Arizona has administered the CDBG Program. The Governor of the State of Arizona has designated the State of Arizona Department of Housing to administer the CDBG Program in partnership with the regional Council of Governments (COGs), which allows the state to respond to unique and varied needs of local governments throughout the non-entitled regions. (Non-entitlement communities are all cities and towns in Arizona except the cities of Flagstaff and Yuma, and for all counties except for Maricopa and Pima Counties and the incorporated communities within their jurisdictions.)
- 1.3 Cochise County is not an entitlement community. Therefore it receives its funding from the State of Arizona through the Southeastern Arizona Government Organization (SEAGO). The seven incorporated cities and the County are eligible to receive funding every other year. This funding is available on a sub-regional rotational basis to each community. During each rotation funding cycle, the Cities and the County conduct a public participation process, where community groups or individuals have the opportunity to present their proposed activities during public hearings and meetings for possible CDBG funding.
- 1.4 The Housing Authority of Cochise County will be assisting low to very low income homeowners throughout the unincorporated areas of Cochise County. Repairs will be made to the dwelling to ensure that the unit is safe for habitation. This is not a beautification program. Repairs will only be completed to replace, install, or repair an item that removes a health hazard or may endanger the safety of the occupants. The unit must be suitable for rehabilitation, not dilapidated, and the emergency home repair must not exceed \$15,000 (fifteen thousand dollars).

- 1.5 Repairs will be completed under a grant program. No liens will be placed on the property and no money repaid by the applicant. The applicant must own and occupy the property as their only place of residence. The unit must have been owned and occupied by the applicant at least one (1) year prior to date of application.
- 1.6 Emergency home repairs will be made on units that qualify on a first come, first served basis. The Housing Authority Director will have the ability to bump a client to the top of the list if one unit is in more need than another (i.e., an elderly client living in a unit with a roof starting to collapse versus the repair of a hot water heater).
- 1.7 Only one grant up to \$15,000 will be awarded to a homeowner under the CDBG funded Emergency Home Repair Program every five years. If repairs exceed the \$15,000 limit then the applicant will not qualify for assistance under this program, but may qualify for other Housing Authority owner/occupied home rehabilitation programs. If a repair is being made and the contractor finds additional structural problems, it will be at the discretion of the Housing Authority Director how much additional funding can or will be allocated to complete necessary repairs.
- 1.8 Repairs will be made to units under this program that are classified as real estate or real property; single family owner occupied site built homes or permanently placed mobile homes. These units must also meet County (or city where applicable) Building and Planning Guidelines or Section 8 Housing Quality Standards. Permits will be obtained and components inspected by the County Building Inspector, if applicable.
- 1.9 The County of Cochise and the Housing Authority of Cochise County does business in accordance with the State and Federal Fair Housing Law. It is illegal to discriminate because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin. If an applicant, grant recipient or contractor feels they are discriminated against, they may file a claim with the Arizona Attorney General's Office.

## Section 2

### **APPLICATION AND QUALIFICATION**

- 2.1 Housing Authority of Cochise County (HACC) staff will take EHR Program applications and maintain a separate waiting list for the CDBG funded Emergency Home Repair Program. HACC will obtain pertinent information from applicants in person or by telephone for pre-qualification process to determine eligibility. If the applicant is determined eligible HACC staff will mail out an application package to be completed by the applicant. A completed application package will include the following:
- 1) Program application
  - 2) Consumer Guidelines Acknowledgement
  - 3) Program Forms (Fair Lending Notice, Lead Based Paint Notification, Signed verification forms, Application checklist)
  - 4) Prior Income Tax returns (2 years)
  - 5) Recent paycheck stub and employer information
  - 6) Mortgage book or statement showing account number and proof of payment
  - 7) Proof of property tax payment
  - 8) Documentation of other sources of income
  - 9) Deed to property
  - 10) Recent bank statements
  - 11) Homeowner's insurance policy
  - 12) Social Security cards for all household members
- 2.2 Homeowners will be given a firm deadline date of 10 working days for submitting all required documentation. Homeowners who fail to meet the deadline date will receive one follow-up reminder and after that, will be notified of incomplete application and the file will be closed. If the homeowner wishes to reapply he or she must be re-pre-qualified.
- 2.3 Once a completed application package is compiled, HACC staff will make a preliminary approval based upon the applicant's income information and place the applicant on the EHR waiting list. This program operates on first come, first serve bases. The Housing Authority Director does have the discretion to bump someone to the top of the list if it is determined that an extreme emergency exists.

- 2.4 Income for an entire household must not exceed the Department of Housing and Urban Development Low and Moderate Income Limits for Cochise County. The February 9, 2012 State of Arizona Income Limits for Cochise County are the following:

1 Person	\$31,300
2 Persons	\$35,800
3 Persons	\$40,250
4 Persons	\$44,700
5 Persons	\$48,300
6 Persons	\$51,900
7 Persons	\$55,450
8 Persons	\$59,050

## Section 3

### **WORK WRITE-UP**

- 3.1 After pre-approval, HACC Rehabilitation Specialist will make an appointment at the house to conduct an inspection with a County Building Inspector.
- 3.2 The Building Inspector will note all code violations. The Rehabilitation Specialist will note all additional items that may be addressed during emergency repair, including any items specifically requested by the applicant.
- 3.3 The Rehabilitation Specialist will complete a full work write-up and cost estimate, which will include the following:
- 3.4 All code violations, in priority order
  - a. All non-code related rehabilitation work
  - b. Estimated costs
  - c. House photos

### **ELIGIBLE EMERGENCY REPAIR ACTIVITIES**

- 3.5 The Rehabilitation Specialist and the Building Inspector will inspect each property for health, safety and habitation deficiencies. Inspection will be in accordance with the Uniform Building Code (UBC), National Electric Code (NEC), Uniform Mechanical Code (UMC), and Uniform Plumbing Code (UPC). It is HACC's intention that all repair work under this program is up to State Housing Rehabilitation Standards. Eligible activities include repair or replacement of the following:
  - (1) Roof repairs- serious leaks or roof collapsing
  - (2) Heating or cooling repair or replacement
  - (3) Electrical or plumbing repairs
  - (4) Replacement of hot water heater
  - (5) Lead based paint removal
  - (6) Flooring weak and in need of replacement
  - (7) Septic tank replacement or septic tank installation
  - (8) Other structural items that could effect the health and safety of Occupant(s)
  - (9) Connection to existing sewer system if such system is located in close proximity

The following energy conservation measures will be incorporated when feasible:

- Insulation: R-19 on exterior walls; R-12 water heater blanket; R-30 ceiling insulation
- Heavy duty turbine ventilators
- Curved blade registers
- Dual glazed aluminum windows

## **ELIGIBLE CONTRACTORS**

### **3.6 Insurance**

Contractor must carry Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence on all vehicles, whether owned or leased, used in performance of the work. Commercial General Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 General Aggregate Limit is required. Umbrella/Excess Liability insurance in the amount of \$1,000,000 per occurrence is also required.

### **3.7 Licensing**

The contractor must be licensed in the State of Arizona Registrar of Contractors to perform the type of work required and have a required business license where applicable.

### **3.8 Debarment**

Contractors on the HUD debarment list are not allowed to participate in this program. Contractors will be required to provide a CDBG Housing Rehabilitation Contractor/Subcontractor Certification before inclusion to the contractor list. A background search will also be conducted through the Excluded Parties Listing System.

### **3.9 Contractor List**

HACC will maintain a list of eligible contractors. HACC encourages minority and women-owned businesses to participate in the Program.

Twice a year HACC will advertise for contractors interested in participating with the program. HACC will also maintain a tickler to ensure licensing, insurance and debarment information is kept current.

### **3.10 Insurance**

The applicant shall maintain homeowner insurance on the property and it must be an amount adequate to cover all encumbrances on the property.



### 3.11 Contractor Selection

The Housing Authority will obtain bids for services from three or more licensed contractors from the eligible contractor list maintained by the HACC, in order to ensure the lowest responsible bid can be obtained. If the homeowner decides to select a contractor other than the lowest responsible bidder, then the homeowner must agree to pay the difference. This difference must be deposited in the Project account prior to the award of contract and start of construction work. The lowest bid is not always a factor in selection. Quality of work, reputation, and accountability will also be considered.

Based on the homeowner's selection, HACC staff will send notice of award to the selected contractor. The construction contract will be jointly entered into with the Homeowner, the Contractor, and the HACC. The HACC serves as the homeowner's representative in respect to monitoring the progress of work, inspections, and direct payment to contractor for services provided. Neither the HACC nor Cochise County recommend or endorse contractors participating in the program.

### 3.12 Construction Start

The contractor may begin work after receiving the Notice to Proceed and a copy of the Homeowner/Contractor Agreement.

### 3.13 Property Inspections

City/County Inspectors and the Rehabilitation Specialist, in order to ensure that all work complies with the applicable contract work; permit procedures, will perform inspections during the course of construction. In addition, program staff will conduct inspections to ensure and monitor progress, identify problems that may arise, initiate change orders that may arise and ensure compliance with CDBG requirements.

### 3.14 Payments and Warranties

The contractor must submit a release of liens, a signed Authorization for Payment and backup documentation to HACC for each payment request. The Rehabilitation Specialist will inspect the job to determine the percentage of work completed and certify the same by signing the Authorization for Payment. The homeowner will also be asked to sign the Authorization for Payment. Payment will not be made to the contractor without authorization from the homeowner. HACC will determine the amount of draw, ensuring a minimum of ten per cent (10%) retention before approving payment. The Rehabilitation Specialist will review the Authorization for Payment for appropriate signatures signifying approval prior to authorizing payment. HACC will process the payment request through the County Finance Department.

Upon completion of work, the contractor must submit with the standard documentation of a statement of warranties. HACC will conduct a final inspection. Upon satisfactory completion, HACC will issue an acceptance of final inspection. Upon issuing an

acceptance of final inspection, the Rehabilitation Specialist will review the Authorization for Payment and process the final disbursement.

For projects less than \$5,000, payments will be made in one lump sum payment at completion.

For projects greater than \$5,000, payment will be made on a progress basis, less 10% retention.

For example, if a contractor bills HACC for \$1,000 HACC would pay \$900. A typical progress payment schedule is as follows:

- a. 30% of total, minus 10%, upon 30% completion of contracted work
- b. 50% of total, minus 10%, upon 50% completion of contracted work
- c. 90% of total upon approximately 100% completion of contracted work
- d. 100% upon issuance of acceptance of final inspection

### 3.15 Change Orders

Every effort shall be made to do a thorough work scope, however HACC recognizes that occasionally unforeseen additional work arises during construction. In such an event, Staff, the homeowner and the contractor must all approve a change to the work scope, even if such change does not alter the contracted price. The Rehabilitation Specialist will prepare the change order. The maximum cost for change orders will be 5% of the rehabilitation cost, not to exceed the maximum loan amount of \$15,000

### 3.16 Homeowner Labor

The program does not allow the homeowner to perform any portions of work outlined in the Scope of Work. This restriction helps avoid disputes arising as to warranty, workmanship, and responsibility of the parties of the completed product. An Authority approved contractor must complete all work.

## **PROJECT COMPLETION AND CLOSE-OUT**

- 3.17 Substantial completion is the stage in the progress of work when the owner can occupy or utilize the work for its intended purpose. When the contractor feels that the work is substantially complete he shall ask the homeowner to prepare a list of items he/she feels need to be completed or corrected. This list serves as the agenda for the final walk through inspection. Failure to include an item on the punch-list does not limit the contractor's responsibility to complete the work in accordance with the contract for construction.
- 3.18 The final phase of this project is the walk through with the homeowner, the HACC rehab specialist, and the contractor. If necessary, a punch list of items that need attention will be prepared at this time. When all repairs are made the contractor will submit his final invoice for payment and warranty period will begin. The homeowner's obligation for maintenance and upkeep also begins at this time. If

all work is not completed in accordance with the contract for construction, the contractor shall complete or correct the item needing attention and then request an additional inspection.

- 3.19 The contractor shall provide the homeowner with all relevant project paperwork, warranties and instructions to include the general contractor information, copies of receipts and invoices, and safety information about the newly installed repairs or improvements.
- 3.20 The HACC will handle all disputes or issues between the homeowner and the contractor. The Housing Authority Director will act as mediator and try and bring out an agreement that both parties are satisfied with. The Rehabilitation Specialist will also be involved with this process since he/she has been working closely with both parties.

## Section 4

### CASE MANAGEMENT AND TRACKING

- 4.1 The Housing Authority Director is responsible for the completion of all reports to the County CDBG Contract Person and the State CDBG Program. The Director will monitor staff work to insure that all case management files are maintained properly, cost write-ups and contracts are accurate and the work is progressing on target.
- 4.2 In certain cases, an applicant may not meet the requirements of the program, because he/she have not furnished information as requested, they are over income, the repairs requested do not meet the emergency home repair definition or the unit cannot be made habitable with the \$15,000 threshold. The Director will send the applicant a letter notifying them that they or their unit do not qualify for the EHR program. The Director will inform the client of any other programs that he/she may qualify for, if applicable.
- 4.3 Marketing, guidelines, and program design is completed by the Housing Authority Director. The Director will submit reimbursement requests to the CDBG Program through the CDBG Contact Person for the County. The Director will also approve payment requests from contractors.

## Section 5

### **MARKETING**

- 5.1 The Emergency Home Repair Program will be marketed by placing display advertisements in the newspapers countywide. Social Service agencies will be sent flyers along with copies of these guidelines. A Spanish version of these guidelines will also be available.
- 5.2 Public service announcements about the EHR Program will be announced from the radio stations available in Cochise County.
- 5.3 Emergency Home Repair Program Guidelines for Rehabilitation and Application Packet will be directly sent by mail to those citizens who expressed interest in such a program during the FY11 CDBG public hearings and public meetings.
- 5.4 Person with disabilities requiring reasonable accommodations, such as interpreters, should contact Ms. Chris Mullinax, Loss Control Analyst at (520) 432-9720, TDD (520) 432-9297, 1415 Melody Lane Building F, Bisbee, Arizona 85603.

## Section 6

### **GRIEVANCE PROCEDURE**

The following Grievance Procedure is for individuals who wish to file a complaint in regards to the Emergency Home Repair Program application, qualification, or contracting process initiated by the Housing Authority of Cochise County.

1. A grievance (or complaint) must be filed in writing to the attention of the Housing Authority of Cochise County Attention: Housing Director, PO Box 167, Bisbee, Arizona 85603.
2. The grievance (or complaint) must be filed promptly in writing, since a delay in filing a complaint may affect the Housing Authority's options to address the complaint. **If a grievance is not filed within fifteen (15) calendar days of when the grievant knows or should know of the act or condition on which the grievance is based, then the grievance shall be waived.**
3. The written grievance (or complaint) shall specifically state the following:
  - a. What the grievance (or complaint) is, providing both a description of the act or condition upon which the grievance is based, and a coherent explanation as to why it is objectionable;
  - b. When it happened or came to the attention of the grievant;
  - c. What (if anything) the grievant has done already to negotiate a preferred outcome, i.e., with whom (if anyone) the grievant has already spoken, when that communication took place, and what the outcome of that communication was (if any).
4. The Housing Director is responsible for addressing all written grievances (or complaints). All complaints will be addressed in writing within ten (10) working days of receipt.
5. Should the complainant have a basis to appeal this response, a written request for an appeal and the basis for the appeal must be submitted within ten (10) working days of receipt of the original determination to the Housing Director, PO Box 167, Bisbee, Arizona 85603.
6. The Housing Director will issue a final decision in writing within fifteen (15) working days.



Accommodations for written complaints and appeal procedures are available for individuals with disabilities or those with limited English ability by calling the Cochise County Risk Management Office at (520) 432-9720 or TDD (520) 432-9297.

## **APPENDIX I**

### **DEFINITIONS:**

#### **Contractor:**

A licensed, bonded and insured residential rehabilitation contractor eligible to enter into contracts and perform work for the Housing Authority of Cochise County Emergency Home Repair Program.

#### **Dilapidated:**

A unit that will not be made habitable by the repairs that we can make under this program. The unit will need extensive rehabilitation to make it safe and sanitary for occupants.

#### **Fair Housing Choice:**

The ability of persons regardless of race, color religion, sex, familial status, handicap or national origin of similar income levels to have available to them the same housing choices.

#### **Forgivable Grant:**

Emergency Home Repairs paid for by the County through the Community Development Block Grant. Money paid for the repairs does not have to be repaid by the homeowner and no liens will be placed on their property.

#### **Homeowner:**

An income qualified owner/occupant voluntarily participating in the Cochise County Emergency Home Repair Program.

#### **Household:**

All persons living in the same unit or home that are related by birth, marriage, or adoption.

#### **Housing Authority of Cochise County (HACC):**

An independent authority established by the Cochise County Board of Supervisors and governed by a Board of Commissioners appointed from the local community. The HACC is responsible for administration of the federal Housing Cochise (Section 8) Voucher program and housing rehabilitation programs.

#### **Income:**

Applicant must qualify for assistance by not exceeding the Low to Moderate-Income limits (Section 2.4 of these guidelines).

#### **Mobile Home**

A dwelling unit built prior to June 15, 1976 on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a

permanent foundation as a dwelling when connected to on-site utilities. This does not include recreational vehicles or factory-built buildings (manufactured homes).

**Punch List:**

List of items included in the emergency repairs that need to be completed at the time of the final walk through.

**Unincorporated Areas**

Those areas within Cochise County that are outside city or town limits (incorporated areas).

**Housing Authority of Cochise County**
**Program Application  
Home Improvement Loan Program  
Owner Occupied Housing Rehabilitation Program  
Owner Occupied Emergency Home Repair Program**

<b>Date:</b>	<b>Interviewer:</b>	<b>Target Area:</b>	<b>Census Tract No.</b>	<b>Parcel ID No.:</b>	<b>Application No:</b>	<b>No. of Units</b>
<b>Address</b>		<b>Date of Construction</b>	<b>Date Purchased</b>	<b>Historic District YN</b>	<b>Present Value of Home:</b>	
<b>Applicant</b>				<b>Co-Applicant</b>		
<b>Name:</b>				<b>Name:</b>		
<b>Is this Address Your Permanent Place of Residence? Y N</b>				<b>Is this Address Your Permanent Place of Residence? Y N</b>		
<b>Date of Birth:</b>		<b>Social Security No.:</b>		<b>Date of Birth:</b>		<b>Social Security No.:</b>
<b>Home Phone:</b>		<b>Work Phone:</b>		<b>Home Phone:</b>		<b>Work Phone:</b>
<b>Former Address if less than 2 years at present Address:</b>				<b>Former Address if less than 2 years at present Address:</b>		
<b>No. of years at former address: _____ Own Rent</b>				<b>No. of years at former address: _____ Own Rent</b>		
<b>Martial Status:</b>				<b>Martial Status:</b>		
<b>Single Married Separated Widowed Divorced</b>				<b>Single Married Separated Widowed Divorced</b>		
The following information is requested by the Federal Government in order to monitor the Authority's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it.				The following information is requested by the Federal Government in order to monitor the Authority's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it.		
<b>Ethnicity: Black</b> White Hispanic American Indian, Alaskan Native Asian, Pacific Islander Other (specify): _____		<b>Household type: Elderly Disabled</b>  <b>Sex: Female Male</b>		<b>Ethnicity: Black</b> White Hispanic American Indian, Alaskan Native Asian, Pacific Islander Other (specify): _____		<b>Household type: Elderly Disabled</b>  <b>Sex: Female Male</b>
<b>Name and address of employer:</b>				<b>Name and address of employer:</b>		
<b>Type of business: _____</b> <b>Position: _____</b> <b>Date of employment: _____ Self Employed</b> <b>If retired, date of retirement: _____</b>				<b>Type of business: _____</b> <b>Position: _____</b> <b>Date of employment: _____ Self Employed</b> <b>If retired, date of retirement: _____</b>		
<b>Did/Will you file an income tax return for the previous year? Y N If no, in what year did you last file a return? _____</b>				<b>Did/Will you file an income tax return for the previous year? Y N If no, in what year did you last file a return? _____</b>		
<b>Name and address of nearest relative not living with you:</b>				<b>Name and address of nearest relative not living with you:</b>		
<b>Relationship:</b>		<b>Home Phone:</b>		<b>Relationship:</b>		<b>Home Phone:</b>
<b>These Questions Apply to Both Applicant and Co-Applicant</b>						

Other Occupants:					
Name	Age	Full time Student?	Elderly?	Disabled?	Dependent?

If a "yes" answer is given to a Question in this column, please Explain on attached sheet.	Applicant	Co-Applicant		Applicant	Co-Applicant
				Yes or No	Yes or No
Are there any outstanding judgements Against you? _____	_____	_____	Are you obligated to pay alimony, Child support, or separate maintenance? _____	_____	_____
Have you been declared bankrupt Withing the past 7 years? _____	_____	_____	Are you a co-maker or endorser on A note? _____	_____	_____
Have you had property foreclosed Upon or given title or deed in lieu _____	_____	_____	Are you a U.S. citizen? _____	_____	_____
Are you a party to a lawsuit? _____	_____	_____	If "no", are you a resident alien? _____	_____	_____
			If "no", are you a non-resident alien? _____	_____	_____

Combined monthly income for all member of the household for the last 12 months				
	Applicant	Co-Applicant	Other	Total
Wages, Salaries				
Social Security				
Unemployment				
Retirement Pension				
Public Assistance				
Rental Income				
Interest/Dividends				
Support Programs				
Alimony				
Disability				
S.S.I.				
Other				
Totals				

Checking Account:    Yes    No	Account Number:	Name and address of depository:
Savings Account:     Yes    No	Account Number:	Name and address of depository:
Other liquid Assets: Type: _____ Balance	Account Number:	Name and address of depository:
Other liquid Assets: Type: _____ Balance	Account Number:	Name and address of depository:

**Debts: List all fixed obligations and installment accounts (if more space is needed, list on attached sheets.) If no outstanding debt, list three previous references**

A: App. C: co- App.	Creditor's name and address	Account No.	Date Incurred	Original Amount	Present Balance	Monthly Payment	Amount Past Due
	Auto Lien Holder:	Year & Make:					
	Real Estate: Name & Address of first lien Holder:						
	List debts on other real estate owned:						
List any additional names under which credit has previously been received:		If not included in monthly mortgage payment, enter the following:					
		Monthly payment for tax and insurance:					
		Monthly payment of homeowner association dues:					
		Total Monthly Obligations:					

Do you own or have any interest in any real property other than the property to be approved by this application?

Yes No If yes, list:

Have you been issued a "Notice and Order" by the Building Department? Yes No

Do you owe property taxes of more than one installment? Yes No

Do any of properties that you own or have an interest therein have zoning violations? Yes No

If yes to any of the above questions, please explain:

Are any improvements presently being made to this property? Yes No

If yes, please explain:

Is any part of your home used for other than residential purposes? Yes No

If yes, please explain:

Are you aware of any work completed on the house without a permit? Yes No

Are you aware of any work completed with a permit that was not finalized? Yes No

If yes, please explain:

Federal, State and County law prohibit employees and public officials of the County of Cochise from participating in any Residential Rehabilitation Program in which they have a financial interest, or in which they perform any policy or decision making functions. The following questions determine if the applicant exercises and functions or responsibilities with respect to the Programs and would, therefore, be in conflict of interest:

Are you currently, or within the previous 12 months, have you been, a Cochise County employee, advisory committee member, Authority member, Commission member, or in any way affiliated with Cochise County.

Yes No If yes, please list the Department with which you are/were employed or affiliated, and the date you left, if applicable: \_\_\_\_\_

1. Is any member of your immediate family a Cochise County employee, advisory committee member, Authority member, Commission member, or in any way affiliated with Cochise County?

Yes No If yes, please list the Department with which the family member is employed or affiliated, his/her names and his/her relationship to you: \_\_\_\_\_



- ☐ I grant permission to the Housing Authority to obtain photographs of my home to use for the "before and after" display section of my program application file.
  - ☐ I grant permission to the Housing Authority to obtain photographs of my home to submit to the State Historic Preservation Office if my home is over fifty (50) years old.
  - ☐ I grant permission to the Housing Authority to obtain photographs of my home to use for the "Before and after" display portfolio/album, which may be viewed by future rehabilitation applicants or the public. The information contained in the portfolio/album will contain only "before and after" photos of the homes as well as the location of the home. Names and confidential information will not appear in the portfolio.
- ☐ The Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, handicap or familial status. I received a copy and have reviewed the "Fair Lending Notice", which outlines my fair lending rights

### **IMPORTANT -APPLICANT READ BEFORE SIGNING**

I/We certify that I/we am/are the owner/s and occupant/s of this property and that to the best of my/our knowledge, all statements made in this application are true and correct and are made for the purpose of obtaining the loan. The Housing Authority of Cochise County and its designated agents are hereby authorized to obtain and receive all records and information pertaining to but not limited to my/our employment, income (including IRS returns), credit, residency and banking from all persons, companies or firms holding or having access to such information. This authorization hereby gives to The Housing Authority of Cochise County or its designated agents the right to request all information that I/we can or could obtain from any person, company or firms on any matter referred to above. I/We agree I/We have no claim for defamation, violation of privacy or other claims against any person or firm or corporation by reason of any statement or information released by them to The Housing Authority of Cochise County or its designated agents.

I/We apply for the loan indicated in this application, which may be secured by a mortgage or deed of trust on the property described herein and represent that the property will not be used for any illegal or restricted purpose. The lender will retain the original or a copy of this application, even if the loan is not granted. I/We hereby consent to and authorize the lender, after the giving of reasonable notice, to inspect the property prior to loan approval and following work completion.

I/We understand that the selection of a contractor or dealer, acceptance of material used and work performed is my/our responsibility. The Housing Authority of Cochise County does not guarantee the material or workmanship.

I/We understand that it may be a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of the United States Criminal Code.

I/We understand that I/we can only qualify if I/we meet the eligibility criteria and guidelines of this program and that if I/we qualify, once work is completed, I/we cannot request additional work to be done at a later date.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date